

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT CHATTANOOGA

FILED

SEP 06 2019

Clerk, U. S. District Court  
Eastern District of Tennessee  
At Chattanooga

UNITED STATES OF AMERICA

v.

AMMAR RAMAHI

a.k.a.

MARK RAMAHI

1:19-cr-124

Judge McDonough / Steger

INFORMATION

COUNT ONE

AGGRAVATED IDENTITY THEFT

(18 U.S.C. § 1028A)

THE UNITED STATES ATTORNEY CHARGES THAT:

AT ALL TIMES MATERIAL HEREIN:

The defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, was a resident of Austell, Georgia. The defendant and his family owned and operated Ramahi, Inc., d.b.a. Car Zone Auto Sales (Car Zone), a used automobile dealership, located in Austell, Georgia. The defendant was Secretary of Ramahi, Inc., and was responsible for the dealership's financial matters, including the purchase, sale, and financing of vehicles. The defendant's employee, W.A., was employed as the dealership's office manager.

Car Zone sold vehicles to its customers on credit pursuant to a Bill of Sale and a Simple Interest Retail Installment Contract (hereinafter referred to as an "Installment Contract") whereby the customers, a.k.a. the obligors, agreed to pay for the vehicles by making scheduled payments, typically twice a month, over a specified period of time.

These Installment Contracts created receivables representing monies owed to Car Zone by the customers.

Speed Financial Inc., was a financing company located in Cleveland, Tennessee. Speed Financial was owned and operated by T.S., and was in the business of providing financing to automobile dealerships.

Starting in or about April 2014, the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, entered into a Master Purchase Agreement with Speed Financial whereby Speed Financial provided financing to Car Zone. For a specified, discounted price, Speed Financial would purchase a defined portion of the scheduled payments of the receivables owed to Car Zone by its customers pursuant to the Installment Contracts. In return, Car Zone would transfer its interest in the vehicles, the Bills of Sale, the Installment Contracts, and the scheduled payments to Speed Financial; and thereafter, Speed Financial was entitled to receive the defined portion of the scheduled payments made by the customers pursuant to the Installment Contracts. The defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, would also provide T.S. and Speed Financial with the physical vehicle titles to hold as collateral.

Speed Financial's purchases of the scheduled payments of receivables from Car Zone were evidenced by a "Payment Interval Short Form Purchase Agreement" (hereinafter referred to as a "Short Form Purchase Agreement"). The Short Form Purchase Agreements were signed by T.S. on behalf of Speed Financial, and by the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, or by W.A., on behalf of Car Zone. The Short Form Purchase Agreements identified the receivables purchased by Speed Financial pursuant to

the terms set forth in the Master Purchase Agreement, and attached to the Short Form Purchase Agreements were the Bills of Sale, Installment Contracts, and other records for vehicles sold by Car Zone to its customers.

The Short Form Purchase Agreements were prepared by T.S. utilizing information about the vehicle sales which was provided to T.S. by W.A. via email in the form of a spreadsheet. The spreadsheet was prepared by W.A. and contained information about the vehicles, the buyers, and the payment terms of the Installment Contracts.

**THE SCHEME TO DEFRAUD:**

Beginning in or about March 2015, and continuing until in or about February 2016, in the Eastern District of Tennessee and elsewhere, the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, aided and abetted by W.A., devised and intended to devise a scheme and artifice to defraud Speed Financial and to obtain money and property by means of false and fraudulent pretenses, representations and promises. The scheme and artifice to defraud and to obtain money so devised and intended to be devised by the defendant was in substance as follows:

It was part of the scheme to defraud that starting in or about March 2015, and continuing until in or about February 2016, the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, aided and abetted by W.A., began submitting false vehicle sales information, and fraudulent Bills of Sale and Installment Contracts containing the forged signatures of the alleged vehicle purchasers, to T.S. and Speed Financial..

It was further part of the scheme to defraud that in May 2015, the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, entered into a renewal of the Master Purchase Agreement with Speed Financial.



It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, aided and abetted by W.A., used records of vehicles sold to Car Zone's actual customers in the past to create fraudulent Bills of Sale and Installment Contracts, making it appear as if the vehicles had recently been sold to the customers, when in fact, no sales had actually occurred.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, forged the customers' signatures on the fraudulent Bills of Sale and Installment Contracts.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, caused W.A. to forge the customers' signatures on the fraudulent Bills of Sale and Installment Contracts when the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, did not do it himself.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, caused W.A. to utilize names of actual former customers and the fraudulent Bills of Sale and Installment Contracts to create a spreadsheet summarizing the alleged vehicle sales.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, caused W.A. to email this spreadsheet from the Car Zone dealership in Austell, Georgia, to T.S. in Cleveland, Tennessee, who would utilize the information on the spreadsheet to prepare a Short Form Purchase Agreement.

It was further part of the scheme to defraud that T.S., based on the fraudulent spreadsheet received from W.A., would then travel from Cleveland, Tennessee, to the Car

Zone dealership in Austell, Georgia, where the Short Form Purchase Agreement was completed and signed by the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, or W.A., on behalf of Car Zone, knowing that the vehicle sales information was false, that the attached Bills of Sale and Installment Contracts were fraudulent, and that the Bills of Sale and Installment Contracts contained the forged signatures of the alleged customers.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, promised to provide T.S. with the titles to the vehicles referenced in the Short Form Purchase Agreements at a later date; however, the defendant knew these promises were false at the time they were made because the defendant did not actually have the vehicles or the vehicle titles, and the defendant knew that that the alleged vehicle sales had never occurred.

It was further part of the scheme to defraud that the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, provided and caused to be provided approximately 350 fraudulent Bills of Sale and Installment Contracts to T.S., resulting in a loss of approximately \$857,000.00.

**THE EXECUTION:**

The United States Attorney re-alleges and incorporates by reference the above paragraphs of this Information as if fully set forth herein. On or about the date set forth below in the Eastern District of Tennessee and elsewhere, the defendant, AMMAR RAMAHI, a.k.a. MARK RAMAHI, aided and abetted by others, did knowingly transfer, without lawful authority, means of identification of another person during and in relation to a felony violation enumerated in 18 U.S.C. § 1028A(c), that is, wire fraud (18 U.S.C. § 1343), knowing that the means of

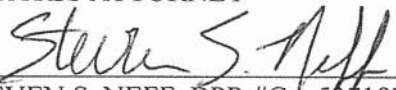
identification belonged to another actual person, in violation of Title 18, United States Code, Section 1028A(a)(1):

Count	On or about:	Description of forged document:
1	January 7, 2016	Installment Contract for the sale of a used 2004 Pontiac Grand Prix to Car Zone customer "W.W.W"

all in violation of Title 18, United States Code, Section 1028A(a)(1) and 2.

J. DOUGLAS OVERBEY  
UNITED STATES ATTORNEY

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